

1 WILLIAM C. MORISON (State Bar No. 99981)
William.Morison@morisonansa.com
2 MICHAEL D. PROUGH (State Bar No. 168741)
Michael.Prough@morisonansa.com
3 KAREN G. LEVY (State Bar No. 213172)
Karen.Levy@morisonansa.com
4 MORISON ANSA HOLDEN ASSUNCAO
& PROUGH, LLP
5 500 Ygnacio Valley Rd., Suite 450
Walnut Creek, CA 94596
6 Telephone: (925) 937-9990
Facsimile: (925) 937-3272
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8 Attorneys for Defendant
RLI INSURANCE COMPANY
9

10 UNITED STATES DISTRICT COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
12

13 CROWLEY MARITIME CORPORATION,

14 Plaintiff,

15 v.

16 FEDERAL INSURANCE COMPANY; TWIN
CITY FIRE INSURANCE COMPANY; RLI
17 INSURANCE COMPANY; and DOES 1-20,
inclusive,

18 Defendants.
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Case No. CV 08-00830 SI

DEFENDANT RLI INSURANCE
COMPANY'S NOTICE OF MOTION
AND MOTION TO DISMISS

Date: March 21, 2008
Time: 9:00 a.m.
Judge: Susan Illston
Courtroom: 10, 19th Floor

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

2 PLEASE TAKE NOTICE that on March 21, 2008, at 9:00 a.m., or as soon thereafter as
3 this matter may be heard before the Honorable Judge Illston in the above-titled court, located at
4 450 Golden Gate Avenue, San Francisco, California 94102, Courtroom 10, 19th Floor, Defendant
5 RLI Insurance Company ("RLI") will and hereby does move this Court, pursuant to Federal Rule
6 of Civil Procedure 12(b)(6), for an Order dismissing, without leave to amend, all claims alleged
7 against RLI by Plaintiff Crowley Maritime Corporation ("Crowley") on the following grounds:

8 1. Crowley's complaint fails to allege facts sufficient to state a claim for breach of the
9 insurance contract entered into between RLI and Crowley (the "RLI Insurance Contract") as
10 Crowley has failed to allege facts showing that RLI's contractual duty to Crowley arose.

11 2. Crowley's complaint fails to allege facts sufficient to state a claim for breach of the
12 implied covenant of good faith and fair dealing as Crowley has failed to show any breach of the
13 RLI Insurance Contract and, as a matter of law, there can be no such claim absent a contractual
14 duty owed and withheld by RLI.

15 3. Crowley can make no amendment to the Complaint that will allege facts sufficient
16 to state a claim for breach of the RLI Insurance Contract nor the breach of the implied covenant
17 of good faith and fair dealing and therefore, the Complaint should be dismissed without leave to
18 amend.

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1 This Motion to Dismiss is and will be based upon this Notice of Motion and Motion, the
2 accompanying Memorandum of Points and Authorities, the pleadings and papers on file herein,
3 and such other or further material as may be presented at or before the hearing of this matter.

4 Dated: February 13, 2008

Respectfully submitted,

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6 MORISON ANSA HOLDEN ASSUNCAO
& PROUGH, LLP

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8 By: /s/ Michael D. Prough
9 Michael D. Prough

10 Attorneys for Defendant
11 RLI Insurance Company

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17 CITY FIRE INSURANCE COMPANY; RLI
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18 inclusive,

19 Defendants.
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Case No. CV 08-00830 SI

[PROPOSED] ORDER GRANTING
DEFENDANT RLI INSURANCE
COMPANY'S MOTION TO
DISMISS

Date: March 21, 2008
Time: 9:00 a.m.
Judge: Susan Illston
Courtroom: 10, 19th Floor

[Proposed] Order Granting
RLI's Mot. to Dismiss
Case No. CV 08-00830 SI

1 The Motion of Defendant RLI Insurance Company ("RLI") to Dismiss, without leave to
2 amend, the Complaint of Plaintiff Crowley Maritime Corporation ("Crowley") came on regularly
3 for hearing before this Court on March 21, 2008, Hon. Susan Illston, District Judge, Presiding.

4 RLI asks this Court, pursuant to Federal Rule of Civil Procedure 12(b)(6), to dismiss,
5 without leave to amend, Crowley's Complaint, for failure to state a claim upon which relief may
6 be granted.

7 Having considered the moving and opposition papers, the pleadings and papers filed by
8 the parties in connection therewith, the arguments of counsel, and all other matters presented to
9 the Court,

10 IT IS HEREBY ORDERED that:

11 RLI's Motion to Dismiss Crowley's Complaint pursuant to Federal Rule of Civil
12 Procedure 12(b)(6) is GRANTED in its entirety and the Complaint is DISMISSED in its entirety
13 without leave to amend.

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15 DATED: _____, 2008

The Honorable Susan Illston
United States District Judge

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